

## **Standard Form of Agreement between Owner and Contractor on the Basis of A Stipulated Price**

This agreement is dated as of the 19th Day of May, 2020 by and between Yellowstone County, Montana (hereinafter called Owner), and Safetech, Inc., (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1.      **Scope of Work**

Contractor shall provide all labor, materials and equipment necessary for the Hazardous Materials Abatement for the MetraPark Grandstands as per the Project Manual prepared by Northern Industrial Hygiene, Inc on May 4<sup>th</sup>, 2020. Abatement includes the removal and disposal of pipe insulation, mudded fittings, vermiculite, window caulk, window glazing compound, roofing, red/brown exterior surfacing, and grate sealant. The work includes the demolition of select wall and /or ceiling areas to access the mudded pipe fittings in some locations. Work will begin on the non-permitted asbestos containing material no later than May 18th, 2020.

Should any additional work need to be performed, both parties prior to the work being completed must sign a written change order.

2.      **Project completion is desired to be completed by June 19<sup>th</sup>, 2020**

3.      **Contract Price**

Owner shall pay the Contractor a maximum total of \$96,174.00, upon completion and acceptance of the project by the Owner. Any change orders for the project must be approved in writing by the County prior to the work being started.

4.      **Contractors Representation**

4.1      Contractor has examined and reviewed the Contract Documents and other related paperwork.

4.2      Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3      Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4      Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the

Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Contractor's proposal
- 5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

- 6.2 Contractor, shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/MetraPark, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County/MetraPark, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to

Yellowstone County/MetraPark, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/MetraPark, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County/MetraPark, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/MetraPark, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/MetraPark. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this, And that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.

- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

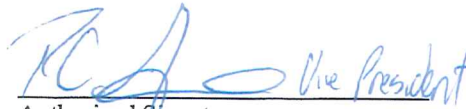
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective May 19<sup>th</sup>, 2020

OWNER:  
Yellowstone County  
Billings, MT 59101

CONTRACTOR:  
Safetech, Inc.

\_\_\_\_\_  
Denis Pitman, Chair

  
Authorized Signature

Attest:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

## SECTION 00300 - FORM OF PROPOSAL

Yellowstone County Commissioners Office  
Third Floor, Room 3101  
316 N 26<sup>th</sup> Street  
Billings, MT 59101  
Attention: Mr. James Matteson

The undersigned, having familiarized myself with the conditions of the Work, having examined the Contract Documents titled:

**ASBESTOS ABATEMENT**  
**Metra Park Grandstands**  
**308 6<sup>th</sup> Avenue North**  
**Billings, Montana**

as well as the site of the proposed work, and being familiar with all of the conditions affecting the proposed project, hereby proposes to provide all labor, supervision, materials, tools, equipment, apparatus and appliances required to conduct asbestos abatement and perform all work associated with the abatement as required by, and in strict accordance with, the Contract Documents and all applicable regulatory requirements, at the prices stated below.

### 1.01 ASBESTOS ABATEMENT

#### BASE BID

The undersigned agrees to perform the Work described in the Specification for the Base Bid package for the sum of:

\$ 96,174<sup>00</sup> Dollars  
Ninety Six Thousand one hundred seventy four<sup>00</sup> Dollars  
(Total in words)

which sum is hereby designated the Bid. (Amount must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

### 1.02 CONTRACT

If the undersigned is notified of the acceptance of this proposal within ten (10) days of the time set for the opening of bids, the undersigned agrees to execute a contract for one or more of the above described bid packages, for a compensation computed from the above sums, in the attached Contract Documents as modified by Owner.

### 1.03 TIME OF COMPLETION

The Base Bid asbestos abatement will be conducted in one phase. The work includes the removal and disposal as asbestos-containing waste of pipe insulation and mudded fittings, vermiculite, window caulk, window glazing compound, roofing, red/brown exterior surfacing and grate sealant. The work also includes the demolition of select wall and/or ceiling areas

to access the mudded pipe fittings in some locations.

The work on the non-permitted portion of the project shall begin no later than May 18, 2020. The work, including final clearance visual inspections and PCM clearance air testing along with the removal of containment barriers, shall be completed by June 19, 2020. The abatement contractor shall coordinate access to areas scheduled for abatement with the Owner and shall anticipate multiple containments and clearance tests will be necessary in conjunction with the overall abatement project.

#### 1.04 LIQUIDATED DAMAGES

The undersigned agrees to pay as fixed, agreed liquidated damages, the sum stipulated in the above referenced Contract as Modified (\$500.00), for each consecutive calendar day after the date established for Substantial Completion the Work in each Phase remains uncompleted.

#### 1.05 ADDENDA

The undersigned acknowledges the receipt of the following addenda:

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#### 1.06 CERTIFICATION

The undersigned certifies that he is a duly and regularly licensed Contractor holding Montana Public Contractors

License 21714 \_\_\_\_\_  
Number Class

Bidder Information:

Firm Name: SAFETECH INC  
Business Address: 5739 Interstate Ave Billings MT 59101  
Telephone Number: 406 651 0011  
Prepared by: Leonard Cranford  
Title: President  
Date: 5-7-20

Signature: \_\_\_\_\_

End of Section 00300 – Form of Proposal



SAFEINC-05

NROSALES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0979004 HUB International Mountain States Limited 3533 Gabel Road Billings, MT 59102		<b>CONTACT NAME:</b> Nathan Oakley <b>PHONE (A/C, No, Ext):</b> (406) 652-9151 <b>FAX (A/C, No):</b> (406) 652-7838 <b>E-MAIL ADDRESS:</b> nadia.rosales@hubinternational.com		
<b>INSURED</b>  Safetech, Inc. PO Box 80565 Billings, MT 59108		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Arch Specialty Insurance Company</b>		<b>21199</b>
		<b>INSURER B : Nationwide Mutual Insurance Company</b>		<b>23787</b>
		<b>INSURER C : Montana State Fund</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
<b>INSURER F :</b>				

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			12EMP7172310	8/26/2019	8/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACP3056678707	6/5/2019	6/5/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			12EMX1191902	8/26/2019	8/26/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	031136781	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor Pollution			12EMP7172310	8/26/2019	8/26/2020	Per Pollution Event \$ 1,000,000
A	Professional Liab			12EMP7172310	8/26/2019	8/26/2020	Per Wrongful Act \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured on a Primary and Non-Contributory basis including Completed Operations with regard to General Liability when required by written contract per form 00 EMP0125 00 04 19 & 00 EMP0123 00 04 19

Per project aggregate applies per form 00 EMP0121 00 03 19 when required by written contract. Waiver of Subrogation applies with regard to General Liability in favor of the Certificate Holder per form 00 EMP005200 05 04 when required by written contract.

Certificate Holder is an Additional Insured in regard to Automobile Liability per form AC 70 05 03 16 when required by written contract or agreement. Waiver of SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Yellowstone County  
PO Box 35015  
Billings, MT 59107

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: **SAFEINC-05****NROSALES**LOC #: 1**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY <b>HUB International Mountain States Limited</b>		License # <b>0979004</b>	NAMED INSURED <b>Safetech, Inc.</b> <b>PO Box 80565</b> <b>Billings, MT 59108</b>
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

Transfer of Rights of Recovery applies in favor of the certificate holder with regard to General Liability and Automobile Liability per form AC 70 05 03 16 when required by written contract or agreement.

Additional Insured status, primary and non-contributory, Waiver of Subrogation, Mold, and Pollution applies in regard to the Umbrella/Excess Liability per the follow form status of the policy. 00 EMX 0001 00 03 04